

MEMORANDUM



Date: June 5, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(P)(1)(G)

Subject: Contract Award Recommendation in the Amount of \$922,563.11 Between Beiswenger, Hoch and Associates, Inc. and Miami-Dade County for the People's Transportation Plan (PTP) project entitled Reversible Flow Lanes, NW 7 Avenue/SR-7/US 441 Between NW 6 Street and NW 119 Street within Commission Districts 2 and 3 - Project No. E06-PW-05 PTP; Contract No: 20060244

Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract Number 20060244 between Beiswenger, Hoch & Associates, Inc. and Miami-Dade County has been prepared by the Public Works Department (PWD) and is recommended for approval. Proceeds from the Charter County Transit System Sales Surtax (the Surtax) will be used to fund this project, therefore, approval by the Board of County Commissioners (BCC) and Citizens Independent Transportation Trust (CITT) is required.

Scope

PROJECT NAME: Reversible Flow Lanes

PROJECT NO: E06-PW-05 PTP

CONTRACT NO: 20060244

PROJECT DESCRIPTION: The Miami-Dade County PWD has the need to establish one (1) Non-exclusive PSA to provide Master Planning, Public Involvement and Design Services in the preparation of construction plans per Florida Department of Transportation (FDOT) standards and technical specifications for roadway and traffic operational improvements that include, but are not limited to: milling and resurfacing, marking and signage for reversible lanes, signalization improvements of all traffic signals and reversible lane control system. The total length of this project is 7.0 miles.

PROJECT LOCATION: Along NW 7th Avenue/SR-7/US 441 from NW 6th Street to NW 119th Street

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-PW-05 PTP

USING DEPARTMENT: Public Works Department

MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

FUNDING SOURCE: SOURCE

PTP revenues including but not limited to the Charter County Transit System Sales Surtax, financing proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract like all PTP contracts, will not be awarded without oversight of the CITT. The proposed improvement qualifies under the allowable work categories included in the PTP Major Highway and Road Improvements Section.

PTP FUNDING: Yes

GOB FUNDING: No

**CAPITAL BUDGET
PROJECT:**

BUDGET PROJECT / DESCRIPTION

**AWARD
ESTIMATE**

604540-GRADE SEPARATIONS AND REVERSIBLE FLOW
LANES

\$922,563.11

Book Page: 65 Funding Year: 2006-2007

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

TYPE CODE DESCRIPTION

Prime 3.04 HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES

Prime 3.07 HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING

Prime 3.09 HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING,
AND CHANNELIZATION

Prime 3.11 HIGHWAY SYSTEMS - SIGNALIZATION

Other 3.02 HIGHWAY SYSTEMS - HIGHWAY DESIGN

Other 3.05 HIGHWAY SYSTEMS - TRAFFIC COUNTS

Other 16.00 GENERAL CIVIL ENGINEERING

NTPC'S DOWNLOADED: 94

PROPOSALS RECEIVED: 5

CONTRACT PERIOD: 730

days. This Agreement shall remain in full force and effect for two (2) years after its date of execution or until completion of all project phases, whichever occurs first, unless terminated by mutual consent of the parties hereto.

CONTINGENCY PERIOD: 73

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$363,636.36

BASE CONTRACT AMOUNT: \$838,694.11

The significant increase in the base contract amount is a direct result of a revision to the scope of work that occurred after the RTA was approved. In coordination with FDOT, the scope was expanded due to data collection, traffic operations and safety analysis, feasibility evaluation, community outreach, public involvement, recommendations and development of an operations plan. Since NW 7 Avenue is under the jurisdiction of FDOT, the services to be performed must be in compliance with all applicable FDOT manuals and guidelines. The FDOT will require the endorsement of the community and impacted local governments. Socioeconomic impacts along with potential project controversy will require this project to be evaluated within the context of the National Environmental Policy Act (NEPA) process. Given the potential for impacts to access management, parking, safety and neighborhood intrusion a State Environmental Impact Report (SEIR) is required for approval by the District Secretary. The FDOT Project Development and Environment (PD&E) Manual provides the requirements for completion of the SEIR.

OPTION TO EXTEND: One-year (365 days) option to renew (OTR)

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$83,869.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$922,563.11

Track Record / Monitor

EXPLANATION: PWD has reviewed performance records concerning Beiswenger, Hoch and Associates, Inc. and found the consultant is currently performing work for several work orders for PWD at a satisfactory level. Throughout all PTP projects, the responsible staff person in PWD will continue to be the PTP Coordinator, Mr. Frank Aira, P.E. Following completion of the award process, the project will be assigned to Miguel (Mike) J. Riera, P.E., Project Manager for day to day responsibilities.

SUBMITTAL DATE: 10/10/2006

ESTIMATED NOTICE TO PROCEED: 7/2/2007

PRIME CONSULTANT: Beiswenger, Hoch & Associates, Inc.

COMPANY PRINCIPAL: Fransisco Norona, P.E.

COMPANY QUALIFIERS: Fransisco Norona, P.E.

COMPANY EMAIL ADDRESS: bobd@bhaengineers.com

COMPANY STREET ADDRESS: 510 Shotgun Road Suite 400

COMPANY CITY-STATE-ZIP: Sunrise, Florida 33326

YEARS IN BUSINESS: 52

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Three (3) contracts totaling \$1,377,838.00

SUBCONSULTANTS: F.R. Aleman & Associates, Inc.
Civil Works, Inc.
MAGBE Consulting Services, Inc.
H.J. Ross and Associates, Inc.
KB Environmental Services

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 8/2/2006 **SIGNOFF DATE:** 8/8/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE GOAL	COMMENT
	CBE 25.00%	
	CWF 0.00%	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL: Miguel Riera (305) 375-5820 rieram@miamidade.gov


PROJECT MANAGER NAME/PHONE/EMAIL: Miguel Riera (305) 375-5820 rieram@miamidade.gov

Background

BACKGROUND: Reversible traffic operations are widely regarded as one of the most cost effective methods to increase capacity of an existing roadway. The principle of reversible roadways is to configure the lanes of a roadway to match available capacity to the traffic demand. These roadways are particularly effective because they take advantage of the unused capacity in the minor-flow direction lanes.

The purpose of this project is to develop plans for implementing reversible lanes along US 441/SR 7/NW 7 Avenue between NW 6 Street and NW 119 Street. US 441/SR 7/NW 7 Avenue is adjacent to interstate 95 (I-95). Once the traffic conditions deteriorate along I-95, motorists will switch to NW 7 Avenue. Reversible lane operation is being considered to provide additional capacity along this corridor during the peak period and to handle the diverted traffic from I-95 in emergencies regardless of the time of day.

BUDGET APPROVAL
FUNDS AVAILABLE:


OSBM DIRECTOR

4-18-07
DATE

CPEPTP 100 RFL
4/17/07
4/18/07

APPROVED AS TO
LEGAL SUFFICIENCY:

for 
COUNTY ATTORNEY

4-20-07
DATE


ASSISTANT COUNTY
MANAGER

4-27-07
DATE

CLERK DATE

DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(G)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(G)
06-05-07

RESOLUTION NO _____

RESOLUTION APPROVING A CONTRACT AWARD
RECOMMENDATION IN THE AMOUNT OF \$922,563.11
BETWEEN BEISWENGER, HOCH AND ASSOCIATES, INC.
AND MIAMI-DADE COUNTY FOR THE PEOPLE'S
TRANSPORTATION PLAN (PTP) PROJECT ENTITLED
REVERSIBLE FLOW LANES, NW 7 AVENUE/SR-7/US 441
BETWEEN NW 6 STREET AND NW 119 STREET WITHIN
COMMISSION DISTRICTS 2 AND 3 - PROJECT NO. E06-PW-
05 PTP; CONTRACT NO: 20060244

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Project Award Recommendation in the Amount of \$922,563.11 Between Beiswenger, Hoch and Associates, Inc. and Miami-Dade County for the People's Transportation Plan (PTP) project entitled Reversible Flow Lanes, NW 7 Avenue/SR-7/US 441 Between NW 6 Street and NW 119 Street within Commission Districts 2 and 3 - Project No. E06-PW-05 PTP; Contract No: 20060244 in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner _____, who moved for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY THIS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

8



Dept. of Business Development
Project Worksheet

Project/Contract Title: REVERSIBLE FLOW LANES FOR NW 7TH AVE (SR-7) FROM NW 6TH STREET TO NW 119TH STREET (SIC 871) RC Date: 08/02/2006
Project/Contract No: E06-PW-05 PTP Item No: 1-02
Department: PUBLIC WORKS DEPARTMENT Funding Source: PTP
Estimated Cost of Project/Bid: \$400,000.00 Resubmittal Date(s):
Description of Project/Bid: THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT HAS THE NEED TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE MASTER PLANNING, PUBLIC INVOLVEMENT AND DESIGN SERVICES IN THE PREPARATION OF CONSTRUCTION PLANS PER FDOT STANDARDS AND TECHNICAL SPECIFICATIONS FOR ROADWAY AND TRAFFIC OPERATIONAL IMPROVEMENTS THAT INCLUDE, BUT ARE NOT LIMITED TO: MILLING AND RESURFACING, MARKING AND SIGNAGE FOR REVERSIBLE LANES, SIGNALIZATION IMPROVEMENTS OF ALL TRAFFIC SIGNALS AND REVERSIBLE LANE CONTROL SYSTEM.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding Source: Peoples Transportation Plan (PTP)

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
HIGHWAY SYSTEMS-HIGHWAY DESIGN	CBE	\$40,000.00	10.00%	35
HIGHWAY SYSTEMS-TRAFFIC COUNTS	CBE	\$40,000.00	10.00%	14
GENERAL CIVIL ENGINEERING	CBE	\$20,000.00	5.00%	56
Total		\$100,000.00	25.00%	

Living Wages: YES ☐ NO ☒
Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside

Set Aside Level 1 Level 2 Level 3

Trade Set Aside (MCC) Goal 25% Bid Preference

No Measure Deferred Selection Factor

Chairperson, Review Committee Date 8.2.06 County Manager Date 8/8/06

STRATEGIC AREA: Transportation
DEPARTMENT: Public Works

***** FUNDED PROJECTS *****
(dollars in thousands)

CONSTRUCTION OF NW 97 AVENUE BRIDGE

PROJECT # 6038251

DESCRIPTION: Construct a new four lane bridge with approaches

LOCATION: NW 97 Ave over State Road 836
Unincorporated Miami-Dade County

DISTRICT LOCATED: 12, 13

DISTRICT(s) SERVED: 12, 13

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Financing Proceeds	19,555	0	0	0	0	0	0	0	19,555
TOTAL REVENUE:	19,555	0	0	0	0	0	0	0	19,555
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,825	0	0	0	0	0	0	0	1,825
Construction	7,830	1,100	1,100	1,100	1,100	1,100	1,100	3,300	17,730
TOTAL EXPENDITURES:	9,655	1,100	1,100	1,100	1,100	1,100	1,100	3,300	19,555

CONSTRUCTION OF OLD CUTLER ROAD BRIDGE OVER C-100 CANAL

PROJECT # 608290

DESCRIPTION: Upgrade bridge parapet walls and replace or modify existing structure to safely convey vehicular, pedestrian, and bicycle traffic

LOCATION: Old Cutler Rd and SW 173 St
Palmetto Bay

DISTRICT LOCATED: 8

DISTRICT(s) SERVED: 8, 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	180	0	1,620	0	0	0	0	0	1,800
TOTAL REVENUE:	180	0	1,620	0	0	0	0	0	1,800
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	180	0	0	0	0	0	0	180
Construction	0	0	1,620	0	0	0	0	0	1,620
TOTAL EXPENDITURES:	0	180	1,620	0	0	0	0	0	1,800

GRADE SEPARATIONS AND REVERSIBLE FLOW LANES

PROJECT # 604540

DESCRIPTION: Design and construct grade separations and reversible flow lanes throughout the County

LOCATION: Countywide
Countywide

DISTRICT LOCATED: Countywide

DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
People's Transportation Plan Bond Program	0	16,000	14,000	0	0	0	0	0	30,000
TOTAL REVENUE:	0	16,000	14,000	0	0	0	0	0	30,000
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Construction	0	16,000	14,000	0	0	0	0	0	30,000
TOTAL EXPENDITURES:	0	16,000	14,000	0	0	0	0	0	30,000

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT is entered into this ____ day of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Beiswenger, Hoch and Associates, Inc., hereinafter referred to as the "ENGINEER".

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the design of Reversible Flow Lanes along NW 7 Avenue (SR-7) from NW 6 Street to NW 119 Street.

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
SECTION I	COUNTY OBLIGATIONS	4
SECTION II	PROFESSIONAL SERVICES	5
II.A.	Master Plan Phase	5
II.B.	Design Phase	6
II.C.	Construction Phase	9
SECTION III	TIME FOR COMPLETION	10
III.A.	Master Plan Phase	10
III.B.	Design Phase	10
III.C.	Construction Phase	11
SECTION IV	FORCE MAJEURE	11
SECTION V	COMPENSATION	12
V.A.	Professional Services Fee	12
V.B.	Compensation for Other Services	14
V.C.	Total Compensation	14
SECTION VI	ADDITIONAL WORK	15
VI.A.	Additional Work	15
VI.B.	Allowance Account	17
SECTION VII	TOTAL PROJECT COST	18
SECTION VIII	METHODS OF PAYMENT	18
VII.A.	Master Plan Phase	18
VII.B.	Design Phase	19
VII.C.	Construction Phase	19
VII.D.	Additional Work	20
SECTION IX	RIGHT OF DECISIONS	21
SECTION X	OWNERSHIP OF DOCUMENTS	22
SECTION XI	REUSE OF DOCUMENTS	23

SECTION XII	CORRECTIONS TO CONTRACT DOCUMENTS	23
SECTION XIII	COURT APPEARANCES AND CONFERENCES	24
SECTION XIV	NOTICES	24
SECTION XV	ABANDONMENT	25
SECTION XVI	AUDIT RIGHTS AND IPSIG	25
SECTION XVII	SUB-CONTRACTING	28
SECTION XVIII	WARRANTY	28
SECTION XIX	TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTURAL VIOLATIONS	29
SECTION XX	DURATION OF AGREEMENT	30
SECTION XXI	DEFAULT	30
SECTION XXII	INDEMNIFICATION AND HOLD HARMLESS	31
SECTION XXIII	CERTIFICATION OF WAGE RATES	33
SECTION XXIV	ORDINANCES	34
SECTION XXV	VALUE ANALYSIS	35
SECTION XXVI	AFFIRMATIVE ACTION	36
SECTION XXVII	UTILIZATION REPORT (UR)	36
SECTION XXVIII	PROMPT PAYMENT	37
SECTION XXIX	PERFORMANCE EVALUATION	38
SECTION XXX	ENTIRETY OF AGREEMENT	38
	SIGNATURES	39
APPENDIX		
EXHIBIT "A" SCOPE OF SERVICES		
AFFIDAVITS		
ARCHITECTURE & ENGINEERING UTILIZATION REPORT		

SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works Department shall furnish to the ENGINEER any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.
3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.
4. Administration of construction except as otherwise provided herein.
5. All required survey for the project.
6. All required soil survey investigation and report for the project.
7. All required aerial photogrammetry for the project.

SECTION II - PROFESSIONAL SERVICES.

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Exhibit "A" for submittal requirements):

A. Master Plan Phase

Upon receipt of written authorization from the Director to proceed with the Master Plan Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for implementing a Reversible Lane Control System and prepare for and conduct meetings to

inform residents, neighborhood organizations and transportation committees of proposed construction. To accomplish the work described under this phase, the ENGINEER shall observe the following requirements:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel on the work at all times.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work.
3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
5. Submit to the Director copies of the Master Plan phase report for the project. Upon approval, furnish the COUNTY with ten (10) copies of the final Master Plan phase report. The quality and legibility of all copies shall meet the approval of the Director.

B. Design Phase

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of

preliminary design work from any local, state or federal agency having an interest in the project. The ENGINEER shall prepare final complete construction plans for the project, to be used for the receipt of bids, which shall include, but not limited to, development of design plans and technical specifications for roadway resurfacing, marking and signage for reversible lanes, signalization improvements of all traffic signals and reversible lane control system.

To accomplish the work described under this phase, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to roadway design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required

utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.

7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director five (5) sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34" and 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, and all computation books. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover Sheet
- Summary of Quantities

- Plan Sheets
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans.

9. Prepare and submit to the COUNTY an opinion of probable construction cost, at the 60%, 90% and 100% completion milestones, of the proposed project design.
10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.
11. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The ENGINEER agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY.

1. Periodic general engineering Consultation and advice.
2. Review and approval of shop drawings.
3. Post-design services if required during construction.

SECTION III - TIME FOR COMPLETION

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Master Plan Phase

The services to be rendered by the ENGINEER under the Master Plan Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within 9 months.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within 5 months. A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction Phase

The services to be rendered by the ENGINEER under the Construction Phase of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to

carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

A. Professional Services Fee

1. Master Plan Phase

For service rendered pursuant to the Master Plan Phase in accordance with the terms and conditions of this

Agreement, the ENGINEER shall receive the following fee:

a. For the complete study and preparation of a Master Plan with recommendations for implementing a Reversible Lane Control System and meetings, the lump sum fee of \$ 363,091.43.

2. Design Phase

For services rendered pursuant to the Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fee:

a. For the implementing of the Master Plan recommendations, complete design and preparation of construction plans and specifications, and all incidental work thereto as necessary for construction of all project elements, the lump sum fee of \$ 398,417.18, provided no additional work, as defined in Section VI hereof, is requested and authorized by the Director.

3. Construction Phase

In accordance with the terms and conditions of this Agreement, including preconstruction meetings, shop drawing reviews, and all incidental work thereto, general engineering consultation and advice, field Meetings during construction, and post-design services, the fee shall be \$ 17,185.50. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

4. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be \$ 778,694.11, the sum of A1, A2 and A3 above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required submittals. The total cost to the COUNTY for this reproduction service shall be \$ 25,000.00.

2. Public Involvement Plan

The COUNTY shall compensate the ENGINEER for the preparation and implementation of a Public Involvement Plan (PIP) in order to minimize the impact from the construction project; the exact scope to be determined by the COUNTY. The fee for this work shall not exceed \$ 35,000.00.

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be \$ 838,694.11, the sum of fees set forth in A and B above,

providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

SECTION VI - ADDITIONAL WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional work performed under the terms of this Agreement, fees in accordance with the following:

A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Construction Phase services are required, or contingencies necessitate the performance of other additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below:

1. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate.

The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for office personnel

and 2.10 for field personnel. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of \$ 115.00.

The above listed fixed hourly rate for Principals shall be applied to the time spent on requested work by the following principal of the firm:

Fransisco Norona, P.E.

3. Lump Sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

4. Reimbursable Expenses

The ENGINEER shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director. Reimbursable expenses may include:

- a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance

of the work, provided that such instruments remain the property of the COUNTY upon work completion.

These expenses shall be reimbursed on a direct cost basis.

- b. Expenses for travel, transportation and subsistence outside Miami Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

B. Allowance Account

The total of all fee payments to the ENGINEER for additional work shall be as allowed under the Allowances/Contingency Ordinance No. 00-65.

The project is a Professional Services Agreement for the design of a facility on public property; therefore an estimated Allowance Account of \$ 83,869.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the COUNTY for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be \$ 922,563.11.

SECTION VIII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the ENGINEER for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Master Plan Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Design Phase work, but under no circumstances shall this amount be retained longer than four months

after the date of final acceptance of the Master Plan Phase work by the Director.

B. Design Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Construction Phase, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design Phase work by the Director.

C. Construction Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be

referenced to the particular Notice to Proceed
for Construction Services

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

2. Lump Sum Fee

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event the ENGINEER does not

concur with the decisions of the Director, the ENGINEER may present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, recommendations, drawings, sketches, plans, electronic files, specifications, field books, photographs, maps, contract documents, calculations, and other data developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY'S sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the ENGINEER or without any additional compensation to the ENGINEER. The ENGINEER shall be released from any liability resulting from such modification.

SECTION XI - REUSE OF DOCUMENTS

The ENGINEER may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work.

SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the plans and Contract Documents prepared by the ENGINEER including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the ENGINEER from any liability resulting from any such errors, omissions, and/or ambiguities in the plans and Contract Documents and other documents or Services related thereto.

The ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

SECTION XIII - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County Commissioners. Only upon said approval of a Supplemental Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

SECTION XIV - NOTICES

Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

SECTION XV - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the ENGINEER shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the ENGINEER receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the ENGINEER receives such notice. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XVI - AUDIT RIGHTS AND IPSIG

The attention of the successful respondent to this Solicitation, herein referred to as the ENGINEER, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of record. Upon ten (10) days written notice to the ENGINEER from IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract.

In addition:

(1) If this contract is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from

any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payment to be made to the ENGINEER under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The ENGINEER shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this contract.

SECTION XVII - SUBCONTRACTING

The ENGINEER shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION XVIII - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design, inspection and construction of Public Works projects including roadway and bridge structures.

The Engineer warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any capacity, by the ENGINEER or the COUNTY approved subconsultants,

to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

**SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR
CONTRACTUAL VIOLATIONS**

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order

(A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two (2) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

SECTION XXI - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS

The ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

The ENGINEER expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

The ENGINEER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER and other persons employed or utilized by the ENGINEER under this agreement.

The ENGINEER shall not commence any work pursuant to this Agreement until all insurance required under this Section has been

obtained and such insurance has been approved by the COUNTY's Risk Management Division. The ENGINEER shall maintain during the term of this Agreement the following insurance:

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less than \$1,000,000.00.
3. Public Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.

Miami-Dade County must be shown as an additional insured with respect to this coverage.

4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance, and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, FL 33128-1987, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXIII - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055,5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall

be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXIV - ORDINANCES

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis

as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, Florida 33101:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

SECTION XXV - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five

Million Dollar (\$5,000.000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

SECTION XXVI - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.

SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting,

the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Business Development, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, in the format attached hereto titled "Architecture & Engineering Utilization Report".

SECTION XXVIII- PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County

or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

SECTION XXIX- PERFORMANCE EVALUATION

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION XXX ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these
presents this _____ day of _____ 20 _____.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____
County Manager

ATTEST:

By:

Sven Weydahl

Sven Weydahl
Director, Production Manager
Beiswenger, Hoch & Associates, Inc.

By:

Robert B. Deuser

Robert B. Deuser, Vice President
Beiswenger, Hoch & Associates, Inc.
(CORPORATE SEAL)

Approved as to form
and legal sufficiency.

M. M. Rice
Assistant County Attorney

APPROVED AS TO
INSURANCE REQUIREMENTS
Rosa Barua
RISK MANAGEMENT DIVISION
DATE 03/30/07

Exhibit "A"
Miami-Dade County
Public Works Department

**Scope of Services for the Design of Reversible Lanes for
US 441/SR 7/NW 7 Avenue between NW 6 Street and NW 119 Street**

PURPOSE

The purpose of this project is to develop a construction plan for reversible lanes along US 441/SR 7/NW 7 Avenue between NW 6 Street and NW 119 Street. US 441/SR 7/NW 7 Avenue is adjacent to Interstate 95 (I-95). When the traffic conditions deteriorate along I-95, motorists switch to NW 7 Avenue. Reversible lane operation is being considered to provide additional capacity along this corridor during the peak period and to handle the diverted traffic from I-95 in emergencies regardless of the time of day. The responsibilities of the ENGINEER shall be to evaluate available traffic data, make a determination as to additional need, collect and analyze such data, make recommendations on the viability of the reversible lane along this corridor, develop and evaluate alternatives, recommend preferred alternative, and provide the final design for the selected alternative.

Since NW 7 Avenue is under the jurisdiction of the Florida Department of Transportation (FDOT), the services performed by the ENGINEER shall be in compliance with all applicable FDOT manuals and guidelines. The FDOT's manuals and guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the FDOT manuals and guidelines shall be used in the performance of this work.

This project will require a State Environmental Impact Report (SEIR) for the approval of the District Secretary. The FDOT Project Development and Environment (PD&E) Manual provides the requirements for completion of the SEIR. Part I: Chapters 2, 3, 8, 9, and 13 specifically addresses non-federally funded projects.

The SEIR should be modeled after a Cat Ex Type II document given the potential for controversy, changes in access management, and changes to parking. The Public Information activities should include at a minimum 2 or 3 newsletters, an alternatives workshop (perhaps 2 considering the length of the corridor) and a public meeting. The COUNTY will provide project information and develop responses through the Efficient Transportation Decision Making (ETDM) Programming Screen (FDOT will coordinate electronic submittal on behalf of the COUNTY). An Advance Notification Package will also need to be processed. A Project Advisory Group (PAG) will be formed so the ENGINEER can gain feedback early on in the study process and address community concerns to the initial alternatives. COUNTY will coordinate with the FDOT Planning and Environmental Management Office (PLEMO) as the project moves forward. PLEMO will review the draft SEIR before it is submitted for District Secretary approval.

STUDY AREA

Study area shall include SR 7/US 441/NW 7 Avenue between NW 6 Street and NW 119 Street. Analyses conducted for this study shall also consider potential impacts that the proposed developments may have on roadway segments and intersections within a half (1/2) mile radius of the study area defined.

SCOPE OF SERVICES

Task 1: Data Collection

The ENGINEER shall obtain the following information from the COUNTY and FDOT, as well as collect additional geometric and traffic data from field reviews of the corridor. The ENGINEER shall review daily traffic count data, the supplemental 24-hour traffic counts, and turning movement counts (TMC) available for the following locations, make a determination for the need of additional data, and collect such data.

- Recent and available daily traffic count data from FDOT and supplemental 24-hour bi-directional traffic counts
 1. NW 7 Avenue north of NW 6 Street
 2. NW 7 Avenue north of NW 20 Street
 3. NW 7 Avenue north of NW 32 Street
 4. NW 7 Avenue and NW 36 Street
 5. NW 7 Avenue north of NW 54 Street
 6. NW 7 Avenue and NW 62 Street
 7. NW 7 Avenue north of NW 75 Street
 8. NW 7 Avenue and NW 79 Street
 9. NW 7 Avenue and NW 95 Street
 10. NW 7 Avenue and NW 103 Street
 11. NW 7 Avenue north of NW 111 Street
 12. NW 7 Avenue and north of NW 119 Street
- Recent and available AM and PM peak hours TMC for all Intersections
 1. NW 7 Avenue and NW 8 Street
 2. NW 7 Avenue and NW 29 Street
 3. NW 7 Avenue and NW 36 Street
 4. NW 7 Avenue and NW 54 Street
 5. NW 7 Avenue and NW 62 Street
 6. NW 7 Avenue and NW 69 Street
 7. NW 7 Avenue and NW 75 Street
 8. NW 7 Avenue and NW 79 Street
 9. NW 7 Avenue and NW 81 Street
 10. NW 7 Avenue and NW 95 Street
 11. NW 7 Avenue and NW 103 Street
 12. NW 7 Avenue and NW 119 Street
- Geometric layout including Right-of-Way (ROW), the location of utilities and physical barriers, signs and pavement markings of all intersections within the corridor

57

- An inventory of physical roadway and intersection characteristics including pedestrian facilities, lane configuration, storage, and sight distance
- Posted speed limits, special restrictions and turn prohibition along the corridor
- Signal timing and phasing
- Accidents for the last three years
- Improvement projects on FDOT 5-year Work Program and the County Transportation Improvement Program along NW 7 Avenue

Task 2: Traffic Operations and Safety Analysis

The ENGINEER shall evaluate the suitability of a reversible flow lane system (RFLS) for this corridor. The traffic operations and safety analysis along the corridor shall be conducted using a combination of field observation, review of traffic data, capacity analysis, and corridor simulation using Synchro to determine the advantages and disadvantages of various alternatives. The study shall include, but not be limited to, the following elements:

- Current year and historic traffic volume data
- Supplemental 24-hour traffic volume data and TMC at all signalized intersections
- Evaluation of the geometrics of the roadway
- Traffic operational conditions (speed limit, school, school bus stops, school speed zone, turn restrictions, bus stops, etc.)
- Parking utilization, data, parking violation and enforcement
- Signal operation and coordination
- Access management issues (ingress and egress to and from local businesses along the corridor)
- Safety and control of pedestrian movements across the reversible lanes
- Impact to adjacent roadways
- Community impact in the immediate vicinity
- Adequacy of the transition zones at the beginning and end of the reversible lane operation
- The technique(s) to be used to convey the reversible operation to drivers in the corridor and approaching the corridor from all directions
- Review of three years of crash history including collision diagram and crash summary

Task 3: Feasibility Evaluation

Evaluate RFLS within the context of the National Environmental Policy Act (NEPA) process. Level of service (LOS) will be performed for all intersections and links for before and after reversible lane installation for A.M. and P.M. peak hours and based on existing and future traffic volume. Minimum ROW requirements shall be established. Intersections shall be modeled in the micro simulation program using Synchro, which will evaluate the impacts of the project on turning movements. Each intersection and road segment within the study limits shall be examined to identify existing and potential future traffic safety concerns with respect to the reversible lane system. Growth trends shall be examined based on historic count data. A capacity analysis of the signalized intersections along the corridor shall be performed using Synchro software. The capacity analysis shall be performed for the existing conditions and each of the alternatives

considered. In addition, simulation shall be performed to provide a detailed look at queue and delay responses to various improvement alternatives.

The ENGINEER shall evaluate the lane use configurations for the section south of NW 79 Street, which will probably consist of three thru lanes for peak direction and one thru lane for non-peak direction. The fourth lane should be evaluated for either a thru lane in peak direction, shared thru and left-turn lane in peak direction, or opposing left turns for both the north and southbound traffic.

Address any design options that need to be considered for the section north of NW 79 Street to assure its compatibility with the lane use configuration chosen for the segment south of NW 79 Street. Under each alternative identified develop operating and maintenance cost.

Determine locations that require turn restrictions and evaluate feasibility of creating ground loops, access management issues, ingress and egress to and from local businesses along the corridor, safety and control of pedestrian movements across reversible lanes, and impact to adjacent communities and roadways.

Task 4: Develop Recommendation

A completed study report shall document the findings and recommendations. Submit this document to COUNTY and FDOT.

Upon finalization of the best suited option and authorization to proceed from both COUNTY and FDOT, the ENGINEER shall initiate the design.

In addition to recommending the final design concept, the ENGINEER shall recommend an operations plan for the ultimate system including the hours that each mode shall initially be scheduled for operation and the criteria that should be used to determine what level of I-95 diversion shall warrant manual modification to the pre-programmed time-of-day operation.

Task 5: Public Involvement and NEPA Process

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The ENGINEER shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual.

Further design would not proceed until satisfactory completion of this Public Involvement task and the community support of the reversible lane as applied to NW 7 Avenue. Public Involvement shall continue through the remaining Tasks until the completion of the project.

Task 6: 30% submittal

This submittal shall include base map, right-of-way and lane assignments for the approved alternative.

53

Task 7: 60% submittal

Incorporate comments from COUNTY and FDOT and submit 60% plans.

Task 8: 90% Submittal

Incorporate comments for COUNTY and FDOT and submit 90% plans.

Task 9: Final submittal

Incorporate comments from COUNTY and FDOT and submit 100% plans. The end product shall include all plans, specifications, and cost estimates necessary for the COUNTY to let the project.

Task 10: Meetings

The ENGINEER shall be responsible for attending and making presentations at project-related meetings starting with a meeting with COUNTY and FDOT staff. In addition to the public meetings associated with the Community Design Workshop, the ENGINEER will make presentations to the MOV'N Committee, MPO, and other transportation committees.

QUALITY CONTROL

The ENGINEER shall be responsible for insuring that all work products conform to County and State standards. This shall be accomplished through an internal Quality Control (QC) process performed by the ENGINEER. This QC process shall insure that quality is achieved through checking, reviewing and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial works.

DELIVERABLES

Upon completion of the study, the ENGINEER shall deliver to FDOT and COUNTY, in an organized manner, all project files, maps, sketches, worksheets, plans and other materials used or generated during the study process.

- Ten (10) sets of the technical report, which must include an Executive Summary and a comparison of before and after conditions in a tabular form.
- Five (5) sets of 30%, 60%, 90% and final plans, specification and cost estimates. An electronic copy of all documents is required, including plans in AutoCAD format, specifications in Word documents and cost estimates in Excel.

TIME OF COMPLETION

- The technical report must be completed and submitted within 9 months.

54

- The final plans, specifications and cost estimates must be submitted within 5 months from the acceptance of the technical memorandum.

METHOD OF COMPENSATION

The proposed compensation is on a LUMP SUM basis and payments shall be made on a percent complete basis. The ENGINEER and COUNTY shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by COUNTY. Should the need arise, due to unforeseen circumstances, COUNTY has the right to terminate this project at any time and reimburse the ENGINEER for the percent of the completed work.

JS

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC WORKS DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS

Project Title Reversible Flow Lanes along NW 7 Avenue (SR-7)
from NW 6 Street to NW 119 Street

Project Number 20060244

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Robert B. Deuser (Print Name)
who is personally known to me or who has provided personally known
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

Beiswenger, Hoch & Associates, Inc.

(Name of Firm/Respondent)

510 Shotgun Road, Suite 400, Sunrise, FL 33326

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

Vice President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

Francisco A. Norona, President, 510 Shotgun Road, Suite 400, Sunrise, FL 33326
Gabriel F. Norona, Vice President, 510 Shotgun Road, Suite 400, Sunrise, FL 33326
Maria G. Alvarino, Secretary, 510 Shotgun Road, Suite 400, Sunrise, FL 33326
Jacquelyn Deuser, Treasurer, 510 Shotgun Road, Suite 400, Sunrise, FL 33326

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

None

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

52.5% - Francisco A. Norona, 510 Shotgun Road, Suite 400, Sunrise, FL 33326
25.0% - Gabriel F. Norona, 510 Shotgun Road, Suite 400, Sunrise, FL 33326
22.5% - Maria G. Alvarino, 510 Shotgun Road, Suite 400, Sunrise, FL 33326

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

None

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: _____

(b) President: _____

Vice-Pres: _____

Vice-Pres: _____

Secretary: _____

Secretary: _____

Treasurer: _____

Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) _____
(Name)

(d) _____
(Name)

(c) _____
(Title)

(d) _____
(Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): No

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No: Yes).

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

58

ATTACHMENT
(to page 3 of 17)

11. Current Breakdown of Work Force:

<u>Classification</u>	<u># of Employees</u>
White – Male:	13
White – Female:	5
Black – Male:	2
Black – Female:	1
Hispanic – Male:	27
Hispanic – Female:	7
Asian – Male:	2
Asian – Female:	<u>1</u>
Total	<u>58</u>

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
--------------------------	---	-----------------------------------	------------------------------------

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work performed

- None -

Litigation
Arising out
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
---------------------------	--	------------------------------------	------------------------------------

(1)

<u>7/8/97</u>	<u>\$ 500,000</u>	<u>\$ 550,000</u>	<u>10</u> %
---------------	-------------------	-------------------	-------------

Name of Dept. &
Summary of
Professional
Services
performed

Public Works Department

Miscellaneous Public Works - Type Projects

(engineering)

Litigation
Arising out
of Agreement

None

(2)

<u>7/27/93</u>	<u>\$ 1,950,000</u>	<u>\$ 2,145,000</u>	<u>10</u> %
----------------	---------------------	---------------------	-------------

Name of Dept. &
Summary of
Professional
Services
performed

Seaport Department

Bridge Consulting Services

(engineering)

Litigation
Arising out
of Agreement

None

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
---------------------------	--	------------------------------------	------------------------------------

(1)

<u>6/4/2001</u>	<u>\$ 500,000</u>	<u>\$ 550,000</u>	<u>10</u> %
-----------------	-------------------	-------------------	-------------

Name of Dept. &
Summary of
Professional
Services
performed

Public Works Department

Miscellaneous Bridge Engineering Services

(engineering)

Litigation
Arising out
of Agreement

None

(2)

<u>8/4/04</u>	<u>\$ 256,410</u>	<u>\$ - 0 -</u>	<u>0</u> %
---------------	-------------------	-----------------	------------

Name of Dept. &
Summary of
Professional
Services
performed

Public Works Department

General Land and Engineering Surveying Services

(surveying)

Litigation
Arising out
of Agreement

None

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
---------------------------	--	------------------------------------	------------------------------------

(1)

<u>2/17/05</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	<u>0</u> %
----------------	---------------	---------------	------------

Name of Dept. &

Summary of Public Works Department

Professional

Services Equitable Distribution Program (EDP) Pool

performed

(engineering)

Litigation

Arising out

of Agreement

None

(2)

<u>2/1/07</u>	\$ <u>571,428</u>	\$ <u>571,428</u>	<u>0</u> %
---------------	-------------------	-------------------	------------

Name of Dept. &

Summary of Public Works Department

Professional

Services General Land and Engineering Sruveying Services

performed

(surveying)

Litigation

Arising out

of Agreement

None

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 52 years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? No
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

	<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1)	<u>None</u>	
(2)		
(3)		
(4)		
(5)		

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.
 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

**DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION**

**ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

 X My firm provides engineering, architectural, landscape architectural, land surveying and mapping services.
My firm has forwarded our affirmative action to the Department of Business Development for review.

 My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

 My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

 My firm has a Board of Directors which is representative of the population make-up of the nation.
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.: _____ Date: _____
Project Title: _____

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: _____ after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____ (address,
city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____	By _____
(Signature)	(Signature)
Witness: _____	_____
(Signature)	(Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____
() a _____ corporation () partnership () joint venture
He/She is () personally known to me, or
() has produced _____ As identification.

Notary Seal: _____	Notary Signature: _____
	Type or print name: _____

Please note:
Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:

Robert B. Deuser

Signature of Affiant

Robert B. Deuser, Vice President 5 / 9 - 0 / 7 / 5 / 1 / 6 / 1 / 0
Printed Name of Affiant and Title Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14th day of March, 2007.
He/She is personally known to me or has presented personally known as identification.
Type of identification

Linda S. Scotece

Signature of Notary

240707

Serial Number

Linda S. Scotece

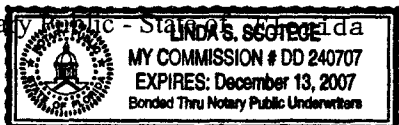
Print or Stamp Name of Notary

12/13/07

Expiration Date

Notary Public - State of Florida

Notary Seal





☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

PARTS 1A & 1B

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statutes (F.S.) §37.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

[illegible]

COUNTY USE

This part is to be completed by the User Department and forwarded to DSD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER

PRINT NAME _____ DATE _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR C8 BEISW-1	DATE (MM/DD/YYYY) 03/12/07																		
PRODUCER BROWN & BROWN OF FLORIDA INC 8000 GOVERNORS SQUARE BLVD 400 MIAMI LAKES FL 33016-1588 Phone: 305-364-7800 Fax: 305-822-5687		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																			
INSURED BEISWENGER HOCH & ASSOC. INC. NORONA LTD 510 SHOTGUN ROAD SUNRISE, FL 33326		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>HARTFORD FIRE INS CO 02231</td> <td>01390</td> </tr> <tr> <td>INSURER B:</td> <td>HARTFORD CASUALTY INS CO 02229</td> <td>09263</td> </tr> <tr> <td>INSURER C:</td> <td>TWIN CITY FIRE INS CO 02235</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	HARTFORD FIRE INS CO 02231	01390	INSURER B:	HARTFORD CASUALTY INS CO 02229	09263	INSURER C:	TWIN CITY FIRE INS CO 02235	29459	INSURER D:			INSURER E:		
INSURERS AFFORDING COVERAGE		NAIC #																			
INSURER A:	HARTFORD FIRE INS CO 02231	01390																			
INSURER B:	HARTFORD CASUALTY INS CO 02229	09263																			
INSURER C:	TWIN CITY FIRE INS CO 02235	29459																			
INSURER D:																					
INSURER E:																					

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21UUNUT9243	12/31/06	12/31/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PERS. INJURY PROT <input checked="" type="checkbox"/> UNINS. MOTORISTS	21UENL APPROVED AS TO INSURANCE REQUIREMENTS <i>Rosa Garcia</i> RISK MANAGEMENT DIVISION DATE 03/30/07	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$	
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$ 10000	21XHUUT7094	12/31/06	12/31/07	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	21WBGD0141	12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder named as an Additional Insured with regard to the General Liability coverage. REFERENCE PROJECT NO. E06-FW-05, PTP
 *10 Day Non-Payment Cancellation clause applies.

CERTIFICATE HOLDER

MIAMI15 MIAMI-DADE COUNTY RISK MANAGEMENT DIVISION 111 NW 1 STREET #2340 MIAMI FL 33128-1987	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>	*30 DAYS WRITTEN
---	------------------

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2007

PRODUCER (305)822-7800 FAX (305)362-2443
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Anna Ramirez 305-503-9120 aramirez@cafdi.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Beiswenger, Hoch & Assoc., Inc.
510 Shotgun Road, Suite 400
Sunrise, FL 33326

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Ins Co A+ XV

02350

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab/ Claims-Made Form/Full Prior Acts	527851	03/21/2007	03/21/2008	\$1,000,000 Each Claim \$2,000,000 Policy Aggregate \$100,000 Ea Claim Deductible

APPROVED AS TO
INSURANCE REQUIREMENTS
Rosa Garcia
RISK MANAGEMENT DIVISION
DATE 03/30/07

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

E: Project No.: E06-PW-05, PTP

Issuing company will provide 30 days written notice for cancellation; 10 days for non-payment.

CERTIFICATE HOLDER

Miami-Dade County
Risk Management Division
111 NW First Street
Suite 2340
Miami, FL 33128-1987

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/ZO

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.